

**VILLAGE OF WESTON, WISCONSIN
RESOLUTION NO. 2020-006**

- A RESOLUTION,** TO PROVIDE TAX INCREMENT FINANCE ASSISTANCE TO EAU CLAIRE RIVER, LLC, FOR BUILDING AND SITE IMPROVEMENTS AT 7315 ZINSER STREET.
- WHEREAS,** Eau Claire River, LLC, ("Developer") has proposed building and site improvements ("Development Project") on property located in Tax Increment District No. 1 (TID 1) to be addressed as 7315 Zinser Street as described on Exhibit A, (the "Project Site"); and
- WHEREAS,** said Developer has made application for TIF grant assistance for said project, affirming that such assistance, in the total amount of \$275,000, is necessary in order for the proposed Development Project, which represents a total investment of \$2,327,000, to proceed; and
- WHEREAS,** Developer has requested that the Village, in advance of final action on the related Development Agreement between the Village and the Developer that would address all terms associated with such a TIF grant, provide details as to the amount and structure of the TIF Grant proposed for the Development Project:
- BE IT RESOLVED** the Board of Trustee for the Village of Weston hereby affirms that the proposed assistance to the Development Project to be addressed in the Development Agreement, if ultimately adopted by this Board, shall generally provide for compliance with the terms contained in the Attached Exhibit B, titled "TAX INCREMENT FINANCING ASSISTANCE, PRELIMINARY TERM SHEET."
- BE IT FURTHER RESOLVED** The Developer may begin construction of the Development Project upon adoption of this resolution conditioned upon obtaining required state and local permits for construction start;

**BE IT FURTHER
RESOLVED**


that the Village Board of Trustees does hereby authorize the Village Administrator and the Village President, working with Village legal counsel and outside counsel, to proceed to negotiate with the Developer the proposed terms for such a Development Agreement consistent with these resolutions.

**BE IT FURTHER
RESOLVED**

that nothing contained in this resolution shall be construed as a commitment by the Village Board of Trustees to give final approval for the Development Agreement as described herein, which is subject to final approval by the Village Board of Trustees.

PASSED BY THE BOARD OF TRUSTEES OF THE VILLAGE OF WESTON, at a regular meeting thereof, this 4th day of the month of May, 2020.

VILLAGE OF WESTON, a Municipal Corporation of the State of Wisconsin.

By: 
WALLY SPARKS, President

ATTEST:
By: 
SHERRY WEINKAUF, Clerk

EXHIBIT A

DESCRIPTION OF THE PROJECT SITE

Eau Claire River, LLC
7306 Zinser St.
Weston, WI 54476

Tuesday, June 4, 2019

RE: Eau Claire River LLC new PGA Inc. Excavation facility

Dear Ms. Higgins,

Eau Claire River LLC (Owner) will be constructing a 25,000 sq. ft Facility for its main tenant PGA INC. (utilizing 12,500 sq. Ft). The facility will be located in the village of Weston, East of PGA INC's current facility on a 3.857 Acre parcel. (see attached map)

PGA INC., currently operates its Plumbing, HVAC, and Electrical functions in the facility and yard on the West side of Zinser St. across from the site of the new facility. (See attached map)

PGA INC. Intends to utilize the new facility and yard space for its Excavating department operations. PGA INC. currently operates its excavating maintenance out of a leased facility in Rib Mountain and a yard facility in the Wausau West Industrial Park.

The new facility will be used as an in-house maintenance facility for PGA's excavating equipment. It will also have a wash bay for cleaning all of PGA's trucks and equipment. The south side or screened fenced in yard will be used for storing excavation equipment when not being used on job sites. This screened fenced in area will be road based due to the heavy equipment.

The remaining 12,500 sq. ft. on the east side of the structure will be available for lease for now until PGA INC. requires needed space for expansion.

Sincerely,

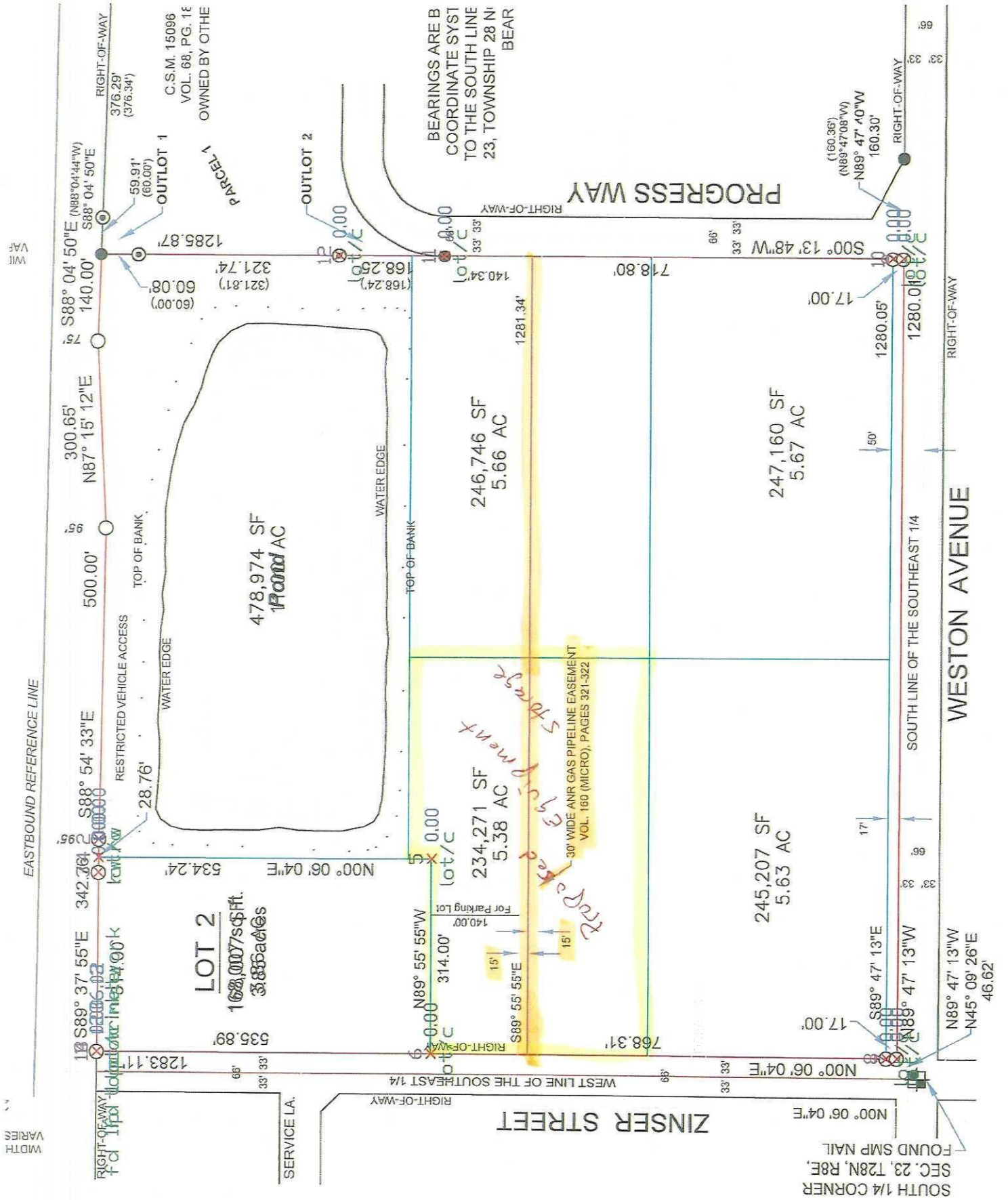


Gary Guerndt
Member, Eau Claire River, LLC
President, PGA Inc.

A Current P6A Inc operations

B New Facility Site





WIDTH VARIES

W/AF

EXHIBIT B

**TAX INCREMENT FINANCING ASSISTANCE,
PRELIMINARY TERM SHEET**

May 1, 2020

**TAX INCREMENT FINANCING ASSISTANCE
PRELIMINARY TERM SHEET**

RE: Preliminary terms for an agreement between Eau Claire River, LLC and PGA Inc. (collectively, "Developer") and the Village of Weston, Wisconsin (the "Village") for a proposed building project at 7315 Zinser Street in Weston (the "Project").

Background

Developer's proposed scope of the Project is to construct an approximately 25,000 s.f. new industrial building for PGA Inc.'s excavating department which is currently based elsewhere. Such construction is to take place on Developer's approximately 3.857 acre property located at 7315 Zinser Street (the "Developer Property") and the Village Property (described below).

The purpose of this Preliminary Term Sheet is to determine whether or not the parties are in sufficient accord as to the basic terms of the proposed transaction to warrant their drafting and negotiating a binding agreement (the "Development Agreement") regarding, among other matters, the development and operation of the Project by Developer, the transfer of certain real estate from the Village to Developer for the Project, and certain development incentives from the Village to Developer. The delivery of this Preliminary Term Sheet does not constitute a binding agreement by either the Village or Developer to enter into a Development Agreement or create any other rights or obligations. Such agreement shall be evidenced only by a definitive written Development Agreement acceptable to and executed by all appropriate parties. This Preliminary Term Sheet is not intended to list all material terms to be included in the Development Agreement.

Preliminary Terms

A. Responsibilities of the Village:

1. Provide for a direct grant from TID 1 in the Village to Developer in the cumulative maximum amount of \$275,000 (the "TID Grant"). Terms for the TID Grant are to be addressed in greater detail in the Development Agreement. The TID Grant shall be disbursed annually over the course over the life of the TID on a "pay as you go" basis based on 75% of available increment over the base year of 2020, with the first payment in 2022 based on the increment generated from the 2021 valuation. Payments shall be subject to annual appropriation by the Village Board. Based on certain assumptions, the Village notifies Developer that the Project must achieve by 1/1/2021 (and maintain throughout the life of the TID) a minimum additional assessed increment over the 2020 base year of \$1,630,655 for the Developer to receive the full amount of the TID Grant. The Village makes no guarantees with respect to the increment to be generated in any given year and

will not make up any shortfall after the termination of the TID if the full TID Grant has not been received.

2. Transfer to Developer an approximately 5.3 acre tract of land adjacent to Developer's property (the "Village Property") at the price of \$20,000 per acre. The Village shall be responsible for the closing costs for the sale. Developer's purchase of the Village Property will be subject to certain conditions precedent to be set forth in detail in the Development Agreement, including, without limitation, Developer demonstrating to the Village's satisfaction that Developer has secured all financing necessary to proceed with construction of the Project and is ready to proceed with construction of the Project (including an approved site plan), and an option for the Village to repurchase the Village Property if the Project is not completed. The transfer of the Village Property will be "AS-IS" without any representations or warranties from the Village, other than warranty of title via a special warranty deed. Developer shall, at its sole expense, complete such studies, testing, surveys and other due diligence as developer deems necessary to determine the condition of the Village Property and its suitability for the Project. The Development Agreement will contain certain releases of liability from Developer to the Village with respect to the condition of the Village Property.
3. Rezone, at the Village's expense, the Village Property to allow for the Project, and prepare, at the Village's expense, a certified survey map combining the Village Property with Developer's adjacent property to create a unified lot for the Project.

B. Responsibilities of the Developer:

1. Developer will promptly and reasonably proceed to commence construction of the Project upon acquisition of the Village Property and shall achieve Project completion in a manner consistent with the Development Agreement and with all federal, state and local plan approvals not later than two (2) years after the date of the Development Agreement.

Developer will conform and comply with, will cause the Project to be in conformance and compliance with, and shall operate the Project in conformance and compliance with all applicable federal, state, local and other laws, rules, regulations and ordinances, including without limitation, all zoning and land division laws, rules, regulations and ordinances, all building codes and ordinances of the Village, all environmental laws, rules, regulations and ordinances. Developer shall have in effect at all times, all permits, approvals and licenses as may be required by any governmental authority in connection with the development, construction and operation of the Project.

2. Developer will provide documentation reasonably acceptable to the Village showing that 6 new jobs have been created by the end of 2022. The Development

Approved
05/04/20

Agreement may contain provisions relating to adjustment of the TID Grant if such minimum job creation is not achieved.

3. Secure necessary private financing for the Project. Developer also to provide the Village with detailed budget (including sources and uses information) and such other financial information as the Village may reasonably request. Developer understands that the TID Grant amount is not guaranteed and is subject to variation based on the actual assessed value of the Project.
4. Complete, at Developer's cost, all desired due diligence for the purchase of the Village Property.